

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM615145

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Surveying And Mapping, LLC		12/17/2020	Limited Liability Company: TEXAS
RECEIVING PARTY DATA			
Name:	JPMorgan Chase Bank, N.A., as Administrative Agent		
Street Address:	10 SOUTH DEARBORN		
City:	CHICAGO		
State/Country:	ILLINOIS		
Postal Code:	60603		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	2656323	PERFORMING OUT-OF-SIGHT WORK... WITH VIS	
Registration Number:	1592362	SO-DEEP, INC.	
Registration Number:	1593434	SO-DEEP INC.	
Registration Number:	3772168	INTEGRITY	
CORRESPONDENCE DATA			
Fax Number:	2149813400		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	214-981-3483		
Email:	dclark@sidley.com		
Correspondent Name:	Dusan Clark, Esq.		
Address Line 1:	Sidley Austin LLP		
Address Line 2:	2021 McKinney Ave., Suite 2000		
Address Line 4:	Dallas, TEXAS 75201		
ATTORNEY DOCKET NUMBER:	36084-30105		
NAME OF SUBMITTER:	Dusan Clark		
SIGNATURE:	/Dusan Clark/		
DATE SIGNED:	12/17/2020		
Total Attachments: 5			

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AGREEMENT
(Trademark)

THIS AGREEMENT (TRADEMARK) (this "Agreement"), dated as of December 17, 2020, is made by the undersigned ("Grantor") in favor of JPMorgan Chase Bank, N.A., as Administrative Agent for the Lenders (as defined below) ("Secured Party").

WITNESSETH

A. WHEREAS, pursuant to that certain Credit Agreement, dated as of February 28, 2014 (as amended by the First Amendment to Credit Agreement, dated as of October 31, 2016, by the Second Amendment to Credit Agreement, dated as of August 30, 2018, by the Third Amendment to Credit Agreement, dated as of June 26, 2019, by the Fourth Amendment to Credit Agreement, dated as of December 17, 2020, and as further amended, restated or otherwise modified from time to time, the "Credit Agreement"; capitalized terms not defined herein shall have the meanings assigned to them in the Credit Agreement) by and among the financial institutions from time to time signatory thereto (each individually, a "Lender," and any and all such financial institutions collectively, the "Lenders"), SAM Holding Company II, Inc. ("Holdings"), Surveying And Mapping, LLC ("SAM LLC"), SAM-Construction Services, LLC (together with Holdings, SAM LLC and each other party that shall join as a Borrower thereunder, each individually, a "Borrower," and collectively, the "Borrowers") and Secured Party, the Lenders have agreed, subject to the satisfaction of certain terms and conditions, to make Advances to the Borrowers and to provide for the issuance of Letters of Credit for the account of the Borrowers, individually, or jointly and severally, as provided therein; and

B. WHEREAS, in connection with the Credit Agreement, Grantor has executed and delivered (by execution and delivery of that certain Joinder Agreement, dated as of February 28, 2014 (the "Joinder Agreement")) that certain Security Agreement, dated as of February 28, 2014 (as supplemented by the Joinder Agreement and as amended or otherwise modified from time to time, the "Security Agreement"), to the Secured Party; and

C. WHEREAS, as a condition precedent to the making of additional Advances, the Grantor is required to execute and deliver this Agreement and to further confirm the grant to the Secured Party for the benefit of the Lenders a continuing security interest in all of the Trademark Collateral (as defined below) to secure all Indebtedness.

NOW, THEREFORE, for good and valuable consideration the receipt of which is hereby acknowledged, and in order to induce the Secured Party and the other Lenders to continue to make Advances to the Borrowers pursuant to the Credit Agreement, the Grantor agrees, for the benefit of the Secured Party and the Lenders, as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided in the Security Agreement.

SECTION 2. Grant of Security Interest. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, to secure the prompt and complete payment and performance when due of all of the Indebtedness, the Grantor does hereby mortgage, pledge and hypothecate to the Secured Party (for the benefit of the Lenders), and grant to the Secured Party (for the benefit of the Lenders) a security interest in, all of the following property of the Grantor (the "Trademark Collateral"), whether now owned or hereafter acquired or existing: all trademarks, service marks, trade names, trade dress or other indicia of trade origin, trademark and service mark registrations, and applications for trademark or service mark registrations (except for "intent to use" applications for trademark or service mark registrations filed pursuant to Section 1(b) of the Lanham Act, unless and until an Amendment to Allege Use or a Statement of Use under Sections 1(c) and 1(d) of said Act has been filed), and any renewals thereof, including, without limitation, each registration and application identified on Schedule 1.1 attached hereto and made a part hereof, and including without limitation (a) the right to sue or otherwise recover for any and all past, present and future infringements thereof, (b) all income, royalties, damages and other payments now and hereafter due and/or payable with respect thereto (including, without limitation, payments under all trademark licenses entered into in connection therewith, and damages and payments for past or future infringements thereof) and (c) all rights corresponding thereto and all other rights of any kind whatsoever of the Grantor accruing thereunder or pertaining thereto, together in each case with the goodwill of the business connected with the use of, and symbolized by, each such trademark, service mark, trade name, trade dress or other indicia of trade origin.

SECTION 3. Security Agreement. This Agreement has been executed and delivered by the Grantor for the purpose of registering the security interest of the Secured Party in the Trademark Collateral with the United States Patent and Trademark Office. The security interest granted hereby has been granted as a supplement to, and not in limitation of, the security interest granted to the Secured Party under the Security Agreement as security for the discharge and performance of the Indebtedness. The Security Agreement (and all rights and remedies of the Secured Party thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Acknowledgment. The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Secured Party with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

SECTION 5. Loan Documents, etc. This Agreement is a Loan Document executed pursuant to the Credit Agreement and shall (unless otherwise expressly indicated herein) be construed, administered and applied in accordance with the terms and provisions of the Credit Agreement.

SECTION 6. Counterparts. This Agreement may be executed by the parties hereto in several counterparts, each of which shall be deemed to be an original and all of which shall constitute together but one and the same agreement.

SECTION 7. Governing Law. THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY AND CONSTRUED

AND ENFORCED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS (WITHOUT REGARD TO ITS CONFLICT OF LAWS PROVISIONS).

[Signature pages follow]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their proper and duly authorized officers as of the day and year first above written.


SURVEYING AND MAPPING, LLC,
as Grantor

By: 

Name: Travis W. Engelke

Title: Chief Financial Officer & Treasurer

SCHEDULE 1.1
TRADEMARK COLLATERAL

Trademark	Application Number	Registration Number	Registration Date	Status	Owner
PERFORMING OUT-OF-SIGHT WORK... WITH VISION!	76350460	2656323	03-DEC-2002	Registered	SURVEYING AND MAPPING, LLC
SO-DEEP, INC.	73800277	1592362	17-APR-1990	Registered	SURVEYING AND MAPPING, LLC
SO-DEEP INC. 	73800294	1593434	24-APR-1990	Registered	SURVEYING AND MAPPING, LLC
INTEGRITY	77330296	3772168	06-APR-2010	Registered	SURVEYING AND MAPPING, LLC